

**AMENDED EXHIBIT 1
to Declaration of Angelo A. Stio III**

(with redactions)

In the Matter Of:

In re: Daniel's Law Compliance Litigation

MATTHEW WILLIAM ADKISSON

July 30, 2024

30(b)(6), Confidential



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MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
20

1 Q. And when you say discovery requests and
2 searches, was that related to finding documents?

3 A. Yes.

4 Q. Anything else?

5 A. I spoke to them about things beyond
6 that, but -- sorry. I am not sure I totally
7 understand the question.

8 Q. Sure. You said that you spoke to them
9 about discovery requests and I think we said it's
10 document requests, but was there any other type of
11 requests that you spoke to them about with regards
12 to this litigation?

13 A. My understanding is that my role at a
14 30(b)(6) deposition is to speak as a
15 representative of the company, so I spoke to them
16 to make sure that I could fulfill that obligation,
17 that I had an understanding of certain things they
18 may have known or not known or done or not done so
19 that I could represent on behalf of the company
20 that the employees either knew something or didn't
21 know something or had done or not done something.

22 Q. Okay. In the list of employees, are
23 those all the employees that currently work at
24 Atlas that you gave just now?

25 A. I believe so.

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
21

1 Q. Okay. You also said you spoke to
2 partners. Who are those partners?

3 A. Just people on that same list. I would
4 use that -- I use that term interchangeably,
5 business partners and employees.

6 Q. Do the partners have an ownership
7 interest in Atlas?

8 A. Yes.

9 Q. Okay. Are the partners who have an
10 ownership interest in Atlas the same individuals
11 who are all employees?

12 A. I think everyone on that list could be
13 considered to have an ownership interest in Atlas.

14 Q. [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 A. [REDACTED]

19 Q. [REDACTED]

20 A. [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 Q. Say that again. I'm sorry.

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
22

1 A. Y Combinator, the startup accelerator.

2 Q. Okay.

3 A. Tom Kemp. And then other individuals.

4 I don't recall exactly. I haven't looked at the
5 cap table in a while, so I couldn't tell you who
6 else is on there with confidence.

7 Q. But in terms of entities, Lightspeed
8 and Y Combinator are the two entities that are
9 shareholders or investors in Atlas; is that
10 correct?

11 MR. LEE: Counsel, I have allowed you
12 to get into the background, but what does
13 this have to do with subject matter
14 jurisdiction? Is this a discovery deposition
15 or a --

16 MR. STIO: I'm getting to that.

17 MR. LEE: -- deposition limited to
18 subject matter jurisdiction? Please get to
19 it.

20 A. Can you repeat that last question.

21 (Record read.)

22 Q. Let me rephrase that.

23 Are Lightspeed and Y Combinator the
24 only entities that are investors in Atlas?

25 A. There is also Share Capital that is

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
23

1 another entity, and then some of the individual
2 angel investors may have invested through an
3 entity. I don't recall.

4 Q. Okay. Do you know the principal place
5 of business for Lightspeed Venture Partners, where
6 it's located?

7 A. I do not.

8 Q. Do you know the principal place of
9 business for Y Combinator?

10 A. I'd be speculating. I don't.

11 Q. Okay. Do you know the principal place
12 of business for Share Capital?

13 A. Again, I'd be speculating.

14 Q. Do you own the majority share in Atlas?

15 A. [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 Q. [REDACTED]

21 A. [REDACTED]

22 Q. [REDACTED]
23 [REDACTED]

24 A. [REDACTED]

25 Q. Mr. Adkisson, can you give us a little

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
24

1 bit of your education background.

2 MR. STIO: And I would like to mark a
3 bio that was on LinkedIn. This is going to
4 be Exhibit 1.

5 (Atlas Exhibit 1, Matt Adkisson
6 LinkedIn bio printout, marked for
7 identification.)

8 MR. PARIKH: Angelo, you are calling it
9 Atlas 1 or just exhibit?

10 MR. STIO: Atlas 1.

11 Q. Mr. Adkisson, have you ever seen this
12 before, which is Atlas 1?

13 A. I have not.

14 Q. Okay. Do you have a LinkedIn account?

15 A. I do.

16 Q. Okay. Do you have any reason to
17 believe that this Atlas 1 isn't a printout of your
18 LinkedIn account?

19 A. If you would like, I can go through it.
20 Let me -- let me go through it and I will make
21 sure that it's accurate.

22 (Document review.)

23 A. There are certain parts of it that are
24 obfuscated or not expanded, as I am sure you can
25 see, but generally it seems to be accurate, yes.

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
25

1 Q. Okay. And your undergrad degree, where
2 is that from?

3 A. I do not have an undergraduate degree.

4 Q. Okay. You attended Massachusetts
5 Institute of Technology?

6 A. I did.

7 Q. From what years?

8 A. From 2001 until sometime in 2006 and I
9 did take some time off -- the attendance was not
10 continuous. Took some time off within those time
11 periods.

12 Q. Okay. Did you attend any other
13 colleges?

14 A. Yes.

15 Q. What colleges did you attend?

16 A. Stanford. Brown. The Naval War
17 College. Harvard. I think those were the main
18 ones.

19 Q. Got it. What period of time did you
20 attend Stanford?

21 A. I believe it was 1998 to 1999 for one
22 semester.

23 Q. Was that the first college you attended
24 after you graduated from high school?

25 A. I did not graduate from high school.

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024

43

1 A. You would have to ask him.

2 Q. Okay. Do you have an understanding of
3 why Mr. Rhome left Atlas?

4 A. You would have to ask him.

5 Q. But I am asking you if you have an
6 understanding. Do you know?

7 A. My understanding is that there are
8 parts of his departure that are covered under NDA,
9 so I'm not sure how much I can go into, but my
10 understanding is broadly that he no longer wanted
11 to continue working at the company and the company
12 wanted to go its own way.

13 Q. Okay. Do you have an understanding of
14 why Mr. Young left Atlas?

15 A. I would give the same answer for
16 Mr. Young that I gave for Mr. Rhome.

17 Q. When Mr. Young was a co-founder of
18 Atlas or RoundRobin, what state did he reside in?

19 A. I believe he resided in California.

20 Q. And when Mr. Rhome was a co-founder of
21 Atlas, what state did he reside in?

22 A. I believe he also resided in
23 California.

24 Q. And when Atlas was founded, what state
25 did you reside in, sir?

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
44

1 A. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 Q. Okay. You said that Atlas was
5 previously known as RoundRobin Corporation; is
6 that correct?

7 A. In April of 2021 when the entity was
8 initially incorporated, it was incorporated as
9 RoundRobin Corporation.

10 Q. Okay. When did it change its name?

11 A. I don't recall the exact dates.

12 Q. Okay.

13 A. I think in -- in late 2023 or early
14 2024 we renamed the entity to Atlas Data Privacy
15 Corporation.

16 Q. Why?

17 A. We were no longer primarily using the
18 RoundRobin brand. We were using the Atlas brand
19 and had been using it for some time and wanted to
20 align the entity named with the primary brand that
21 we were using in the market.

22 Q. Why was the RoundRobin brand selected
23 when you started Atlas?

24 A. When Atlas started, we thought our
25 market would be young people, Gen Z. We described

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
45

1 ourselves as a LifeLock for Gen Z in one way and
2 we wanted a brand that was very business to
3 consumer, B to C, one that felt light, consumer
4 friendly, something that an 18- or 22-year-old
5 might engage with and find interest in, and that
6 was behind the -- partly behind the choice of
7 RoundRobin as the brand and the entity name.

8 Q. Okay. What was behind the change to
9 Atlas?

10 A. Over time we moved away from --

11 MR. LEE: Let me just lodge an
12 objection first. Asked and answered.

13 Go ahead and answer again.

14 A. Over time we moved away from that
15 initial demographic and developed branding and
16 brands and names that we preferred.

17 Q. What was the demographic that you were
18 seeking to attract with the Atlas name?

19 A. I don't think Atlas was oriented
20 towards any particular demographic the way that
21 RoundRobin had been. I think it was simply a
22 single word, something that we thought could
23 become a ubiquitous brand someday, a name people
24 liked.

25 Q. Were there any other names that

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
46

1 RoundRobin or Atlas went by during its history,
2 existence?

3 A. There were.

4 Q. What are the other names?

5 A. CrowdShield. Derivations of Atlas, so
6 Atlas Privacy, Atlas Protect.

7 Q. Any others?

8 A. Those are the ones that I can recall.

9 Q. Okay. And who were -- you said "we"
10 changed the name of RoundRobin. Who are the "we"
11 who changed the name of RoundRobin to ultimately
12 be Atlas?

13 A. When I say "we" in that context, it
14 would have -- it would have been a rolling
15 discussion culminating in a consensus decision
16 executed by outside counsel to effectuate the
17 change.

18 Q. So is your testimony that it was you
19 and outside counsel and no other owners or
20 investors in the company at that time?

21 MR. LEE: Objection. Mischaracterizes
22 testimony.

23 A. That's not my testimony, no.

24 Q. Okay. So who are the "we" other than
25 outside counsel who were involved in the change of

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
52

1 order and rulings on this topic. So we'll
2 see. Thanks. Off the record.

3 THE VIDEOGRAPHER: Off the record at
4 11:16.

5 (Recess was taken from 11:16 to 11:35.)

6 THE VIDEOGRAPHER: Back on the record
7 at 11:35.

8 (Atlas Exhibit 2, Order dated June 3,
9 2024, marked for identification.)

10 BY MR. STIO:

11 Q. Mr. Adkisson, I want to show you what
12 we have marked as Atlas 2. For the record, it is
13 an order that the court entered on June 3rd, 2024,
14 docket entry number 36 in the case number
15 1:24-cv-03998. Take a second to look at that.

16 (Document review.)

17 Q. And when you are ready, if you can turn
18 to page 11.

19 A. Okay. I'm on page 11.

20 Q. Thank you, sir. So under Atlas 2, page
21 11, paragraph 2, it says that: "Plaintiffs, on or
22 before July 31, 2024, shall produce a witness
23 under Rule 30(b)(6) of the Federal Rules of Civil
24 Procedure prepared to discuss the following
25 topics." Do you see that paragraph 2, sir?

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
53

1 A. I do.

2 Q. Okay. I want to go through each of the
3 topics with you. Are you prepared to testify on
4 behalf of Atlas as to subparagraph (a) of Atlas 2,
5 which the topic is "documents produced in response
6 to this court order as long as the questions are
7 relevant to subject matter jurisdiction"?

8 A. I am.

9 Q. Are you prepared and being offered to
10 testify on behalf of Atlas with regard to topic
11 (b), which is "Atlas's interest in the Daniel's
12 Law rights being asserted in the actions prior to
13 obtaining the assignments"?

14 A. I am.

15 Q. Are you prepared to testify on behalf
16 of Atlas with regard to paragraph (c) of Atlas 2
17 on page 11, "Atlas's decision to incorporate in
18 the State of Delaware"?

19 A. I am.

20 Q. Are you prepared to testify on the
21 topic which is identified on paragraph --
22 subparagraph (d) of page 11, "the process for the
23 assignments to Atlas by the Covered Persons"?

24 A. I am.

25 Q. Are you prepared to testify as to

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
54

1 subparagraph (e), the topic on Atlas 2, "the
2 assignments Atlas purportedly obtained from the
3 Assignors, including but not limited to, when the
4 assignments were obtained, how the assignments
5 were obtained, the number of assignments obtained
6 and communications about the assignments"?

7 A. I am.

8 Q. Are you prepared to testify on behalf
9 of Atlas with regard to subparagraph (f) on page
10 12 of Atlas 2, the topic is "the services that
11 Atlas provides to its users, including the Covered
12 Persons"?

13 A. I am.

14 Q. Are you prepared to testify on behalf
15 of Atlas with regard to subparagraph (g) on Atlas
16 2, page 12, the topic "whether there was any
17 consideration by Atlas or any discussion by Atlas
18 with any Covered Persons regarding whether the
19 assignments would in any way impact the
20 jurisdiction of the courts in any of these
21 actions"?

22 A. I am.

23 Q. And are you prepared to testify on
24 behalf of Atlas, and being offered to testify on
25 behalf of Atlas, to subparagraph (h) on page 12,

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
55

1 the topic "any participation or interest in the
2 above-captioned actions by any purported
3 Assignor"?

4 A. I am.

5 Q. Okay. And I want to go back to page
6 11, sir, of Atlas 2. Now, page 11 also contains
7 document requests of documents that Atlas was
8 ordered to produce. Do you understand that the
9 documents that Atlas was ordered to produce start
10 on subparagraph (1), page 9, and go through
11 subparagraph (g) on page 11, sir?

12 A. Could you say again on page 9 where
13 that starts?

14 Q. Say that again, sir.

15 A. Could you say again on page 9 where the
16 list starts?

17 Q. Yes, it starts on subparagraph (1).
18 See at the top --

19 A. I see here (a), (b) -- can I take a
20 minute to read through this list?

21 Q. Certainly.

22 (Document review.)

23 A. Okay. I've read through that list. Do
24 you mind restating the question.

25 Q. On page 11, the top of the page,

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
56

1 paragraph (1) subparagraph (f) states that among
2 the documents that Atlas was to produce are
3 "documents in Atlas's possession concerning the
4 citizenship of any such Defendant as related to
5 subject matter jurisdiction (excluding basic
6 contact information)." See that, sir?

7 A. I do.

8 Q. Did Atlas perform a search to locate
9 documents responsive to subparagraph (f)?

10 A. We did.

11 Q. Can you describe what you did?

12 A. We searched all employee inboxes. We
13 searched our other communication platforms that we
14 use to communicate internally.

15 Q. Anything else?

16 A. I verbally asked every employee whether
17 they had any document that would be relevant to
18 this that would not come up in one of those
19 searches.

20 Q. Anything else?

21 A. I don't believe so, no.

22 Q. How did they search for documents
23 responsive to the category under subparagraph (f)
24 of Atlas 2?

25 A. We have the ability to perform a global

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
67

1 A. If I'm understanding your question
2 correctly, it has happened, because, as you know,
3 there are named plaintiffs who are participating
4 in these Complaints.

5 Q. Were there communications with the
6 named plaintiffs where they advised Atlas "I want
7 to be a named plaintiff"?

8 A. There were many people who reach out to
9 us and we would direct them to our counsel and
10 counsel worked out the specifics of who -- well, I
11 won't go into that, but counsel was responsible
12 for that area.

13 Q. So you said there were many people who
14 reached out about being a named plaintiff. Who
15 were those many people, just any of them?

16 A. That was not my testimony.

17 Q. Okay.

18 A. There were many people who reached out
19 to us feeling very strongly that -- well, there
20 were many people who reached out to us for many
21 different reasons. For example, between June and
22 December of 2023, we were dealing with about one
23 serious incident within New Jersey per week.
24 Let's define a serious incident as death threats
25 or serious threats of violence targeted at one of

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
68

1 our members: A PBA officer, one of their family
2 members, a state trooper, one of their family
3 members, someone like that, and we would respond
4 and help them as best we could with whatever
5 situation they were facing. Oftentimes or
6 sometimes there were threats that rose to the
7 level where we wanted to refer an individual to an
8 attorney to see if there was any additional help
9 that could be provided, and over the course of
10 time we directed many individuals to our counsel,
11 and my understanding is those discussions led to
12 certain individuals participating as named
13 plaintiffs in the actions.

14 Q. People, you said, were reaching out
15 between June and December about serious incidents
16 involving a user of Atlas' services; is that
17 correct?

18 A. I don't -- that's not what I said, but
19 in that time period we were dealing with a very
20 high volume of threat traffic directed at our
21 individuals, our community of law enforcement and
22 judges and prosecutors in New Jersey, and so we
23 had a lot of opportunities to meet with people and
24 hear their stories and in many cases would refer
25 them to our counsel so that they would have

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
69

1 someone that they could chat with about other
2 options. Sometimes people would just want to talk
3 and share their story and...

4 Q. The people you met with were users of
5 your service; correct?

6 A. Sometimes they were, sometimes they
7 were not.

8 Q. When you direct them to meet with your
9 counsel, is that counsel representing you in these
10 lawsuits?

11 A. When people would come in, we would
12 refer them to -- to counsel, not just our counsel,
13 we would refer them to -- but in some cases we
14 would introduce them to our counsel, yes.

15 Q. Okay. So let's talk about who is
16 Atlas' counsel that you would refer them to?

17 A. We have a number of outside firms.
18 Genova Burns, who has -- is no longer outside
19 counsel for us, but was for a certain period of
20 time. PEM Law. Boies Schiller. Morgan & Morgan.
21 Perkins Coie. Holland & Hart. Maybe some
22 other -- we have likely some other smaller firms
23 for outside counsel. I can't recall.

24 Q. Do you recall any instance when you
25 referred someone to one of these smaller firms

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
70

1 that you can't recall?

2 A. No.

3 Q. You also said that during June and
4 December 2021 Atlas would respond and help
5 individuals who were facing serious incidents with
6 the situation they were facing; correct?

7 A. Yes.

8 Q. What services did you provide Atlas to
9 respond?

10 A. We would try to do whatever we could to
11 help. Sometimes that took the form of just
12 talking with somebody, meeting with them and
13 sharing our experiences that we had seen with
14 other individuals who went through the same types
15 of situations. What I have come to learn is when
16 you are targeted as an individual, most people,
17 even though they are very strong and stoic,
18 certainly physically very tough in many cases in
19 law enforcement, that it's a very difficult mental
20 process for them to go through and their world
21 narrows and they feel like they are in the middle
22 of a category 5 hurricane. It's easy to lose
23 perspective. It's easy to lose sight of the fact
24 that the hurricane passes and moves on to target
25 somebody else. So sometimes we would just go out

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024

71

1 and sit with people for a couple hours and talk
2 them through it.

3 Q. Okay. So the services -- between June
4 and December 2021 of serious incidents when you
5 provided services, it included talking, meeting
6 with people, sitting down with people, sharing
7 experiences. Any other services that Atlas
8 provided?

9 A. We would -- we would connect them with
10 other people who had gone through similar
11 experiences.

12 Q. Anything else?

13 A. We would in some cases help connect
14 them with other individuals who might be able to
15 help them, depending on whatever the fact pattern
16 was in their case.

17 Q. Anything else?

18 A. We would advise them on cybersecurity
19 best practices, things to look out for related to
20 identity theft.

21 Q. Anything else you can recall?

22 MR. LEE: He is still trying to answer
23 your question, sir. Just give him a second.

24 A. You are asking me to go back and I want
25 to make sure my answer is responsive.

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024

72

1 MR. LEE: Take your time.

2 A. We had cases of doxxing in 2023 where
3 extremist groups would target specific officers or
4 state police and they would host their home
5 addresses and photos of their family members on
6 domains intended to be gathering points for
7 violent extremists, and so we would advocate, we
8 would use our resources and our network to reach
9 out to the web hosts or the domain registrars in
10 those cases to try to get those websites taken
11 down.

12 Q. Got it. Anything else?

13 A. You know, we provided so many different
14 types of what you might call help to people. I'm
15 sure that I'm leaving some out. I'm not sure what
16 this necessarily has to do with subject matter
17 jurisdiction, but let me just say that we did
18 everything we could when we would respond to an
19 incident of an individual having been doxxed to --
20 or a group of individuals having been doxxed or
21 swatted or threatened, we did everything that we
22 thought we could do to help them navigate through
23 that experience.

24 Q. The specific items or services that you
25 remember sitting here today you testified to;

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
73

1 correct?

2 A. Including the bit I said last, yes,
3 where I can't -- I'm not sure I could articulate a
4 list of every service that we provided, but we --
5 our goal was we did everything we could to help
6 these individuals once they had been targeted to
7 help them get through it.

8 Q. What do you mean by everything you
9 could, I just don't understand that, what did you
10 do when you say "everything we could"?

11 MR. LEE: Asked and answered.

12 A. I'm not sure I can provide much more of
13 an answer than I already have.

14 Q. If you go back to Atlas 2, please --

15 A. Which page?

16 Q. Page 12, sir. You are here today with
17 regard to subparagraph (f) on the top of Atlas 2,
18 page 12, to testify as to the services that Atlas
19 provides to its users including Covered Persons;
20 correct?

21 A. That's my understanding of this
22 deposition, yes.

23 (Atlas Exhibit 3, letter dated June 24,
24 2024, marked for identification.)

25 MR. STIO: Sorry about that, James. I

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
74

1 didn't know it didn't get up to you.

2 MR. LEE: What's that?

3 MR. STIO: Sorry I didn't throw it far
4 enough.

5 MR. LEE: It's all good.

6 Q. I want to show you what's been marked
7 as Atlas 3. For the record, it is a June 24th,
8 2024, letter from PEM Law on letterhead from Rajiv
9 Parikh, and I will make a representation that this
10 is the format in which we received the letter.

11 MR. PARIKH: Angelo, is there another
12 page to this?

13 MR. STIO: That's why I made the
14 representation. We didn't -- you never sent
15 us the third page. We don't have it.

16 MS. JONAITIS: I will represent that in
17 the cases handled by Troutman --

18 THE COURT REPORTER: I can't hear you.

19 MS. JONAITIS: Sorry. In the cases
20 handled by Troutman, all of the letters for
21 June 24th that said they were three pages we
22 only received pages 1 and 2.

23 MR. STIO: Raj, we also -- there was --
24 other defendants only received 1 and 2 too.
25 We never received the third page.

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
76

1 counsel to prepare this letter?

2 MR. LEE: Objection to form. Lack of
3 foundation.

4 A. I'm not sure I understand the scope of
5 the question. If you mean did we provide some of
6 the material that would be referenced in here,
7 then the answer would be yes.

8 Q. Did you provide any information with
9 regard to -- on page 2 --

10 MR. LEE: Can I just have a standing
11 objection on foundation grounds for all
12 questions related to Exhibit 3, Atlas 3?

13 MR. STIO: Noted.

14 MR. LEE: Thanks.

15 Q. Did you provide any information on page
16 2 with regard to the small number of Covered
17 Persons, as defined in each of the complaints,
18 where assignments to Atlas postdated the filing of
19 the complaint?

20 A. I think this would get into privileged
21 discussions with counsel.

22 Q. I don't want the contents. I want to
23 know if you had those discussions.

24 A. Could you restate the question.

25 Q. Sure. Did you have discussions with

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024

77

1 regard to the assignments to Atlas that were
2 obtained after a complaint was filed?

3 A. So you are asking me if we ever
4 discussed those type of assignment confirmations,
5 I think the answer would be yes, if I'm
6 understanding your question.

7 Q. Okay. And did you -- other than
8 counsel, did you have any of those discussions of
9 assignment confirmations after a complaint is
10 filed with any of the individuals, the assignors?

11 A. I don't believe so, no.

12 Q. Did Atlas produce in this case all
13 templates of the assignment confirmations that
14 were sent to the assignors?

15 MR. LEE: Can you repeat that. I'm
16 sorry.

17 MR. STIO: Sure.

18 Q. Did Atlas produce in this case the
19 templates that were used to send assignment
20 confirmations to the assignors?

21 A. We produced a template for each type of
22 assignment confirmation that would have been sent
23 to an assignor in one of these cases.

24 Q. You said "each type of assignment
25 confirmation." How many types are there?

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
78

1 A. I believe there is a single template
2 for -- a single template and it's extensible to
3 cover a phone number or a home address, but I
4 believe it's just a single template.

5 Q. Was there any type of separate template
6 that was used to send assignment confirmations to
7 individuals where an assignment was executed after
8 a complaint was filed?

9 A. I'm not aware of one, no.

10 Q. Okay. And the template is a template
11 when there is a phone number that's for
12 non-disclosure or a template where there is a home
13 address for non-disclosure, those are two
14 templates that you were mentioning?

15 A. I'm not sure if you would consider
16 those separate templates if the variation is the
17 piece or the type of data referenced, but I think
18 yes.

19 Q. Thank you.

20 Are you able to identify, Atlas, who
21 the individuals who received assignments that
22 postdated the complaint are?

23 A. So you are asking me could we for each
24 separate action identify within that action
25 individuals who had an assignable claim but the

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
79

1 assignment did not occur until after the action
2 was filed?

3 Q. Correct.

4 A. Yes.

5 Q. Can you explain how you would get that
6 information?

7 A. We are the ones sending assignment
8 confirmations and our system understands the date
9 on which a Daniel's Law takedown notice was
10 delivered to a particular recipient and who had
11 sent that notice, the covered person who had sent
12 the notice for whom we delivered it, putting those
13 pieces of information together we can understand
14 individuals who would fall into the category that
15 you are talking about.

16 Q. Did you look at any documents that
17 identified the volume of individuals who received
18 an assignment confirmation after a complaint was
19 filed?

20 A. I didn't look at any specific documents
21 to prepare for this deposition, but my
22 understanding is that it is a small number of
23 covered persons.

24 Q. What's your definition of a small
25 number?

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
80

1 A. Less than 50 people across 142 cases
2 in aggregate. So not 50 people per case, but less
3 than 50 people across all of the 142 cases.

4 Q. Atlas -- does Atlas have a relationship
5 with the New Jersey State Police Benevolent
6 Association?

7 A. We do.

8 Q. Okay. Can you describe what that
9 relationship is?

10 A. They are a client of ours. We have a
11 business relationship with them whereby they pay
12 our -- they pay us a service fee and we provide
13 access to the Atlas platform to their members.

14 Q. How did the New Jersey State Police
15 Benevolent Association become a client of Atlas?

16 A. They expressed an interest in the type
17 of services that we were providing and they
18 invited us to come and chat with them and we did,
19 and that ultimately led to a business
20 relationship.

21 Q. Did Atlas reach out to -- can I use the
22 word "PBA" for --

23 A. Uh-huh.

24 Q. Did Atlas reach out to the PBA to have
25 these discussions or was it the other way around?

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
81

1 A. I believe that I may have -- well, let
2 me back up. When we decided to explore Daniel's
3 Law, when we learned about Daniel's Law and
4 decided to explore providing services that would
5 be relevant to Daniel's Law, as is typical in my
6 business of going into a new field that you don't
7 know much about where you don't know anyone, I
8 made a number of cold calls, maybe a few dozen,
9 people I thought might be relevant to helping us.
10 Somehow in that process I got in touch with
11 somebody at the PBA. I don't recall who. That
12 conversation was fairly brief. It allowed me to
13 explain who we were, what we were hoping to do,
14 what our background was, and that was the end of
15 that chain of communication.

16 Q. Got it.

17 A. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
107

1 like that, and it became common practice any time
2 we started an entity of this type to put it in
3 Delaware.

4 Q. How many times have you incorporated an
5 entity in Delaware?

6 A. What do you mean by "incorporated"?

7 Q. I want to use the definition you said
8 in your answer. You have incorporated numerous
9 entities in Delaware. How many have you
10 incorporated?

11 A. So when I use that -- that term in that
12 way, this is similar to the definition of founder
13 or co-founder. As I understand it, there are
14 different ways in which one might, quote unquote,
15 incorporate, so for instance, one could file
16 incorporation paperwork directly with the
17 Secretary of State, one could direct their lawyers
18 to incorporate in a certain jurisdiction, one
19 could be involved in discussions as part of a
20 founding team to start a company that ended up
21 being incorporated in Delaware. So using that
22 definition of early-stage involvement where I had
23 some input into where the jurisdiction or state of
24 residence of the entity should be, I would say I
25 have incorporated or participated in the

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
108

1 incorporation of probably twenty companies in
2 Delaware.

3 Q. Who made the determination of the
4 65 percent/35 percent net split outlined in
5 Atlas 4 under revenue share or recoveries under
6 the assignment confirmations?

7 MR. LEE: That's privileged.

8 A. I think that would get into what we
9 talked about before, which is discussions with
10 counsel.

11 MR. STIO: Okay. Are you instructing
12 him not to answer the question who made the
13 determination of the split?

14 MR. LEE: I am telling him not to
15 answer to the extent that it waives
16 privilege. He just answered that question.

17 MR. STIO: You can answer the question
18 then.

19 MR. LEE: He just did it.

20 A. It would take -- the answer to get into
21 any more specificity would take me into areas of
22 privilege.

23 Q. In Atlas 4 the paragraph above Recovery
24 Share on Recoveries Under Assignment
25 Confirmations, it's entitled Assignments - Actions

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
109

1 where Atlas or its affiliates are the plaintiff.

2 Do you see that, sir?

3 A. You are talking about -- I'm not sure
4 if this is a numerette, but where the -- where it
5 says (ii) in parentheses Assignments?

6 Q. Assignments - Actions where Atlas or
7 its affiliates are plaintiffs.

8 A. Yes, I see that.

9 Q. Okay. There is a provision here --
10 one, two, three, four, five, six, seven, eight,
11 nine -- ten lines down where it says in part, if
12 you want to follow along with me: The Assignee
13 will have the exclusive right to bring such civil
14 enforcement actions anywhere in the world with
15 respect to takedown notices. Do you see that?

16 A. Am I allowed to mark this up? And, if
17 so, could you get a pen? It might make it a
18 little easier for me to follow along.

19 MR. LEE: Why don't you use my copy.

20 THE WITNESS: Okay.

21 MR. LEE: That's the official copy. I
22 will sit with you.

23 Q. Would it help if I pointed it out to
24 you?

25 A. Sorry, Mr. Stio. Yeah, you said the

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
111

1 counsel that we engaged may have provided feedback
2 on any documents of this type. More than that I
3 cannot say.

4 Q. Was Boies Schiller involved in
5 providing feedback on Atlas 4?

6 A. Again, I'm gonna just be -- I'm gonna
7 say what I said before, which is I'm not
8 comfortable getting into that, into those
9 discussions with our counsel.

10 MR. STIO: Are you instructing him not
11 to answer?

12 MR. LEE: He is answering your
13 question.

14 MR. STIO: He is not.

15 Q. Mr. Adkisson, I am not asking you for
16 any type of legal communications you had. Who,
17 what counsel, drafted Atlas 4?

18 A. I feel like I've answered that question
19 to the best of my ability.

20 Q. Okay. Can you repeat the answer then,
21 because I don't recall you answering it.

22 A. Any number of outside counsel could
23 have provided feedback on this document. To go
24 into the specifics of who, what, why, where and
25 when, I think, would be getting into areas of

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
112

1 privilege that I would be uncomfortable answering.

2 Q. I am not asking you what, why, where,
3 when, I am asking you who, and you still haven't
4 answered it. What are the names of the firms that
5 drafted Atlas 4?

6 MR. LEE: You can answer that specific
7 question if you recall. Just that narrow
8 question.

9 A. I don't recall.

10 Q. Are you aware of any named plaintiff in
11 any of the cases that are the subject of today's
12 deposition that has a counsel that's different
13 than the counsel representing Atlas?

14 A. Sorry. Would you repeat that one more
15 time.

16 Q. Sure. Is there any attorney of a named
17 plaintiff in the cases captioned in the Order as
18 Atlas 2 that is being represented by a counsel
19 different than a counsel that's representing
20 Atlas?

21 A. What do you mean by "represented by"?

22 Q. Have they engaged a lawyer to represent
23 them in the litigation other than Boies Schiller,
24 Morgan & Morgan or Genova Burns or PEM Law, that
25 you are aware of?

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
113

1 MR. LEE: The named plaintiffs?

2 MR. STIO: Correct.

3 A. So would any of the named plaintiffs --
4 so the named plaintiffs are two Jane Does, Edwin
5 Maldonado, the Maloneys, Pat Colligan, Pete
6 Andreyev, William Sullivan, have any of those
7 individuals retained counsel other than the four
8 firms you mentioned for the purposes of
9 representing them in these actions, in these
10 lawsuits?

11 Q. Correct.

12 A. Not to my knowledge, no.

13 Q. Atlas prepared a spreadsheet showing
14 the date when assignment confirmations were sent
15 out that was produced in this case; correct?

16 A. Yes.

17 Q. And you prepared one for each of the
18 data broker litigations or credit reporting
19 agencies that they are involved in; correct?

20 A. My understanding is that we produced an
21 assignment confirmations list for each of the
22 defendants in federal court.

23 Q. Do you recall the date when the
24 assignment confirmations were sent out to any of
25 the covered people?

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
114

1 A. There was no one particular date when
2 assignment confirmations would have been sent to
3 covered persons. It's a process that occurs over
4 time on a rolling basis.

5 Q. Is it an automated process?

6 A. Parts of it are automated and parts of
7 it are manual and require a human to be in the
8 loop.

9 Q. Do you know when the assignment
10 confirmations began to be sent out?

11 A. I believe it would have been in early
12 February.

13 Q. You said it was a multi-day process; is
14 that correct?

15 A. Well, if you ask when was -- when were
16 assignment confirmations sent to covered persons,
17 there is no one point in time when that occurs,
18 because you are asking about a continual process
19 that could occur any time that there are
20 assignment confirmations that need to go out.

21 MR. LEE: Are we done with this one,
22 Angelo?

23 MR. STIO: Not yet. Just hold it out
24 there.

25 (ATLAS Exhibit 5,

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
118

1 as Atlas 5 has an inaccurate date for the date of
2 assignment confirmation. Is it your testimony
3 that you cannot answer that question?

4 A. I feel like I did answer that question.
5 I -- if you are asking if I have any reason to
6 believe that the individuals who worked on this
7 would not have produced information, I guess --
8 sorry. Could you -- I just want to make sure I am
9 clear and accurate in my answer. Would you mind
10 re-asking the question.

11 Q. Yes. The documents that Atlas produced
12 that show a list of assignments and assignment
13 confirmations for each individual action, is the
14 information in those documents accurate?

15 A. I have no reason to believe that it is
16 not accurate.

17 Q. Under the terms of service, which I
18 believe is Atlas 4, if you could jump back to
19 that, sir.

20 A. Okay. I'm on Atlas 4.

21 Q. If you can go to ATLAS underscore
22 REMAND 00000003. Under Daniel's Law it covers
23 former, active or retired judicial officers, law
24 enforcement officers; correct?

25 A. Are you asking me about what's on this

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
119

1 page or are you asking about my understanding of
2 Daniel's Law, the statute?

3 Q. Starting with your understanding of
4 Daniel's Law, the statute.

5 A. My understanding of Daniel's Law is
6 that it creates a category of what it deems
7 covered persons to whom it grants certain safety,
8 security rights, privacy rights, and that that
9 group includes former or active, it I think
10 reverses those, so active or former judges,
11 prosecutors and law enforcement officers and any
12 immediate family member, and I believe that --
13 that's my understanding of the statute, that's
14 right.

15 Q. Atlas as an entity isn't a covered
16 person under the Daniel's Law; correct?

17 A. Atlas the corporate entity?

18 Q. Yes.

19 A. No, we would not be a covered person.

20 Q. The terms of service in Atlas 4, are
21 they available anyplace else other than on the
22 website for Atlas?

23 MR. LEE: Objection. Vague.

24 A. Are they available anywhere other than
25 on the website? Yes.

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
120

1 Q. Where are they available, sir?

2 A. During the sign-up process individuals
3 have the option to download a copy of the terms of
4 service and we know that individuals have done
5 this.

6 Q. How do you know that?

7 A. I think we record the -- or either we
8 or the clickwrap provider would record when that
9 action is taken.

10 Q. I want to go to the section on Atlas 4
11 under assignment confirmations.

12 A. Do you have a page number?

13 Q. I will get you that, sir. 000006.

14 A. Okay. I'm on page 6.

15 Q. Can you walk me through the process of
16 how the assignment confirmation is issued and then
17 accepted by the assignors?

18 A. Upon signing up with Atlas and being
19 presented with this terms of service, a user would
20 presumably I think in the cases you are asking
21 about have accepted this terms of service. This
22 terms of service makes a provision for Atlas to
23 send that individual an assignment confirmation,
24 which causes their claim to be assigned to Atlas
25 or a designated affiliate. Sometime after

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
121

1 accepting this terms of service utilizing the
2 services an Atlas -- excuse me -- an assignment
3 confirmation could be sent to that individual,
4 which would cause their claim to be assigned.

5 Q. Is there a clickwrap agreement or any
6 type of agreement associated with the assignment
7 confirmation?

8 A. If by assignment confirmation you mean
9 the notice that under the terms Atlas has to
10 provide to the individual to effectuate the
11 assignment, there is no clickwrap involved in that
12 process, no.

13 Q. Is there any other type of agreement
14 involved in that process?

15 A. The terms of service here.

16 Q. Okay. With regard to the terms of
17 service, if there is a change in the terms of
18 service, is there a clickwrap agreement with
19 regard to acceptance of changes?

20 A. My understanding is that the terms of
21 service allows for updates that would be binding
22 on the individuals who had previously agreed to
23 the terms. There are instances where an
24 individual might re-engage with a certain portion
25 of the Atlas platform and they would be presented

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
122

1 with the updated terms of service and it would
2 have a clickwrap included as part of that process.

3 Q. If there is a change to the terms of
4 service, is there any notice given to the
5 assignors?

6 A. So you are asking if there is a change
7 to the terms of service, is there any notice that
8 we provide to assignors, meaning covered persons
9 whose claims have been assigned?

10 Q. Or just any -- let's make it even
11 easier. A user of the Daniel's Law services, if
12 there is a change in the terms of service, is
13 there a notice that goes out that there is a
14 change?

15 A. We would post the updated terms of
16 service in all the relevant areas where it would
17 need to be included in our platform.

18 Q. Other than that, is there any type of
19 notice?

20 A. Not -- not a universal notice, which I
21 think is what you are asking about, no.

22 Q. And in terms of the clickwrap
23 technology that you use for acceptance of the
24 terms of service, has that clickwrap been in
25 effect since Atlas was created or incorporated?

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
123

1 A. No.

2 Q. When did it go into effect?

3 A. I don't remember the specific date. My
4 best recollection is sometime in late 2022 or
5 maybe very early 2023.

6 Q. Is there a document or record that
7 would tell you when that went into effect?

8 A. We have a contract with the vendor.
9 I'm sure there is a date on that contract.

10 (Atlas Exhibit 6, Atlas Privacy Order
11 Form, Bates stamped ATLAS-REMAND_00000369
12 through ATLAS-REMAND_00000373, marked for
13 identification.)

14 Q. I want to show you what's been marked
15 as Atlas 6.

16 A. I see Atlas 6 here.

17 Q. Okay. It is a document with Bates
18 label ATLAS-REMAND 0000369 through 373. Do you
19 see that, sir?

20 A. I see the first page I have is 369 and
21 the last page I have is 373.

22 Q. [REDACTED]
23 [REDACTED]

24 A. [REDACTED]

25 Q. [REDACTED]

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
140

1 Q. Did anyone at Atlas have discussions
2 with them about choice of venue?

3 A. Not to my knowledge.

4 MR. LEE: We have gone an hour and
5 fifteen.

6 MR. STIO: I want to finish one more
7 thing and then we can take a break.

8 MR. LEE: Are you okay to go a little
9 longer?

10 THE WITNESS: All good.

11 (Atlas Exhibit 8, Atlas Privacy Order
12 Form, Bates stamped ATLAS-REMAND_00000379
13 through ATLAS-REMAND_00000383, marked for
14 identification.)

15 Q. I am going to show you what's been
16 marked as Atlas 8. Bates numbers are ATLAS-REMAND
17 underscore 0000379 through 383.

18 A. I have number 8. The first page is 379
19 and the last page is 383.

20 Q. Do you know what Atlas 8 is?

21 A. This looks to be an agreement with the
22 New Jersey State PBA Local 105.

23 Q. That's your signature on the bottom of
24 page 1 of Atlas 8?

25 A. Yes.

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
141

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Q.

A.

Q.

A.

Q.

A.

Q.

A.

Q.

On page 5 of Atlas 8, do you recall any discussions about the venue and jurisdiction provision in Atlas 8?

A.

I think in this case, as the others, neither we nor they cared for this choice of venue. I can't recall any discussion with them on this point.

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
142

1 Q. Do you know how the New York choice of
2 venue got put in this agreement?

3 A. I do not.

4 Q. Do you know how many members of the
5 Local 105 signed up for Atlas' services?

6 A. Sorry. Just to finish my answer on the
7 last question, given that we didn't particularly
8 care about the choice of venue and neither did
9 they, I imagine that New York County in this
10 document was simply part of the template that
11 became kind of the default that we would use, but
12 I'm not really sure. Sorry. What was the last
13 question you asked me?

14 Q. How many members of Local 105 signed up
15 for Atlas' services?

16 A. I couldn't tell you.

17 Q. Is it less than 4,100 as outlined in
18 the agreement of how many you would make
19 available?

20 A. [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
189

1 more claims that were assigned; correct?

2 A. We would not send an assignment
3 confirmation to an individual who we did not
4 believe had a claim that could be assigned.

5 Q. And Atlas believes that it now has the
6 right to bring all of those assigned claims in
7 this litigation; correct?

8 A. We filed the litigation. I'm not
9 sure -- when you reference rights, legal rights
10 and terms like that, that's where I would say,
11 again, I'm a lay person, so I can't speak to all
12 the legal rights that Atlas may have. I would
13 defer to my counsel on that.

14 Q. You are saying you don't know if you
15 have the right to bring the assigned claims in
16 this litigation?

17 MR. LEE: Objection. Mischaracterizes
18 testimony.

19 A. That's not the way I understood your
20 question. Do you mind repeating the previous
21 question?

22 Q. Do you believe that Atlas has the right
23 to bring each of the claims that you say was
24 assigned to Atlas by the covered persons?

25 A. If I'm understanding your question

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
190

1 correctly, do I believe that Atlas having been
2 assigned claims under Daniel's Law has the right
3 to go to court and prosecute those claims, the
4 answer is yes.

5 Q. And in fact, in the various lawsuits
6 here, you are pursuing each one of those assigned
7 claims; correct?

8 A. No. There are assigned claims that
9 are -- maybe I am misunderstanding your question.
10 There are claims that have been assigned that are
11 not part of these lawsuits.

12 Q. But the claims in these lawsuits that
13 have been assigned you are pursuing; correct?

14 A. What do you mean by "in these
15 lawsuits"?

16 Q. The claims at issue in the lawsuits you
17 have commenced to date, Atlas is pursuing all of
18 them together; correct?

19 A. I don't know what you mean by
20 "together," and again, the reason I am trying to
21 be very precise is that there are some edge cases,
22 for instance, we talked earlier about there being
23 a small number of individuals who were sent
24 assignment confirmations after the filing date of
25 a particular case and, you know, I think I had

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
191

1 said fifty or less across the entire swath of
2 cases, so when you ask a question, I am trying to
3 be very precise, I am trying to understand what
4 the scope and bounds of your question are, which
5 is why I am taking my time to think through it.

6 Q. Okay.

7 A. But --

8 Q. Go ahead.

9 A. Could you -- so with that as the
10 preface, if you could reask the question, I'll --

11 Q. Just take my -- my case, one case.

12 A. That's helpful if you ask me a question
13 about a specific case.

14 Q. Okay. Atlas purports to be the
15 assignee of over 19,000 claims in my case;
16 correct?

17 A. I don't have your case in front of me,
18 so I'm not sure if it's 19,000, but let's say in
19 the ballpark, yes.

20 Q. And in that case Atlas is pursuing each
21 one of those assigned claims; correct?

22 A. I'm not trying to be difficult. Again,
23 when you say "pursuing each one of those assigned
24 claims," we are taking action as Atlas with all of
25 these claims having been assigned to us and we are

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
192

1 attempting to prosecute them all to achieve
2 compliance and a just outcome for the folks
3 involved.

4 Q. Okay. If Atlas thinks that any one of
5 the covered persons' claims should be aggregated
6 and prosecuted under subsection (ii) and decides
7 it wants to send an assignment confirmation for
8 any of those covered persons, how does it
9 determine which claims it wants to aggregate?

10 A. I'm sorry. Could you ask that question
11 again.

12 MR. CHEIFETZ: Read it back, please.

13 (Record read.)

14 A. As I understand your question, you are
15 asking the same question that was already
16 substantively answered, which is how do we decide
17 who to --

18 Q. Let me rephrase.

19 A. -- send assignment confirmations to?

20 Q. Different question, so let me make it
21 clear.

22 Why were -- you had 19,000 some-odd
23 assignment confirmations that went out shortly
24 before these lawsuits; correct?

25 A. No, I'm not sure that's correct. I

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
250

1 Q. -- lawsuits, has Atlas received any
2 [REDACTED]
3 covered person, assignor, inquiring about pursuing
4 these claims as a class action as opposed to as a
5 grouping of up to 19,000 assignments?

6 A. So if I am understanding your question,
7 [REDACTED]
8 [REDACTED]
9 can -- whether a class action may have something
10 to do with these claims. I can't recall any
11 instances of that, no.

12 Q. Okay. I want to switch subjects a
13 little bit, ask you just a couple of questions
14 about the split of fees. I know you have got some
15 questions about that earlier, but the terms of use
16 and the split of fees of 65 percent/35 percent.
17 Well, okay. Just to close the loop on that, I
18 asked about phone calls.

19 E-mails or other types of
20 communications related to any of these covered
21 persons, assignors, asking about class actions as
22 opposed to the mass grouping of up to 19,000
23 claims?

24 A. Again, this is not part of the scope
25 that I prepared for, but I cannot think of any

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
251

1 instances of that offhand, no.

2 Q. All right. So on the split of fees,
3 65 percent to the covered person, 35 percent to
4 Atlas, you mentioned earlier that the split of
5 fees is privileged litigation strategy. Did I
6 hear that correctly?

7 A. Well, some language laying out some of
8 what you are talking about is publicly included in
9 the terms of service, which is a document that is
10 not privileged.

11 Q. Why did Atlas choose to let the covered
12 persons keep 65 percent?

13 MR. LEE: Asked and answered. Object
14 to form.

15 A. Again, any -- any discussions around
16 the -- around those types of terms I would view as
17 part of litigation strategy and it would fall into
18 that privileged area.

19 Q. Was that percentage, 65 percent,
20 negotiated with any of the covered persons?

21 A. I'm not sure what you mean by
22 "negotiated." When a covered person chose to sign
23 up with our platform, they went through that
24 sign-up flow that I talked about earlier, and they
25 had an opportunity to review and then agree or not

MATTHEW WILLIAM ADKISSON 30(b)(6), Confidential
In re: Daniel's Law Compliance Litigation

July 30, 2024
252

1 agree to the terms of service, and in the process
2 of that review they could have made a choice based
3 on what they saw to agree or not agree. I don't
4 know if you would consider that a negotiation or
5 if that's part of what you mean by your question,
6 but...

7 Q. Was there any -- there was no
8 conversation where a covered person said I want
9 72 percent and Atlas said well, we are only giving
10 you 65 percent, the covered persons either have to
11 accept the 65 percent and agree to the terms or
12 not use Atlas' platform; correct?

13 A. Well, the only way to get access to the
14 Atlas platform -- maybe it's worth stating. The
15 Atlas platform will provide a different experience
16 to someone who is a covered person versus somebody
17 who is not a covered person. So, for example, we
18 have law enforcement officers outside of
19 New Jersey that we help and have tried to help for
20 a long time. We have --

21 Q. And I don't mean to interrupt, but I am
22 just asking about covered persons.

23 MR. LEE: You can finish what you were
24 saying. He does mean to interrupt.

25 A. It's responsive to your question. Bear

